

10. **Certified Monthly Statements** – Each month the Operator shall detail its budgeted Reimbursable Expenses in the Certified Monthly Statement. The monthly statement shall include a certification that the City has not previously reimbursed the Operator for any of the itemized costs and expenses.

Within a 30-day period, the City shall notify the Operator in writing of its objection to any item or items or expense which it deems to be non-reimbursable. Any such notice shall set forth the nature of the City's objection and shall be accompanied by the City's payment of the undisputed portion of such Certified Monthly Statement.

11. **Disputed Expenses** – The City shall give the Operator written notice of any disputed Operator expenses and the reasons for such dispute. The Operator, within 30 days from receipt of such notice from the City, has the right to present a written explanation of the disputed expenses to the City. The Operator may appeal the City's written decision to the Aviation General Manager. Should the Aviation General Manager determine that a reimbursed expense was not reimbursable the amount of such expense shall be deducted from the Operator's subsequent monthly Management Fee payment.
12. **Remittances** – Remittances due the City for monthly reconciliation shall be deposited directly in the City's account. Otherwise, all remittances due the City shall reference the Airport Landside Operations and be forwarded to:

City of Atlanta, Department of Aviation

P.O. Box 20509

Atlanta, Georgia 30320

Attention: Accounts Receivable

E. OPERATING REPORTS

The Operator shall submit the reports listed below, in a format approved by the Aviation General Manager:

1. **Certified Monthly Statement** – The Operator shall furnish to the City, no later than the 15th day of each month, a Certified Monthly Statement covering the previous month's expenditures or Customer Service operations. Said statement shall be in the format specified by the City, shall include all information required by the City, and shall be certified as complete and correct by the Operator's principal financial officer. The Certified Monthly Statement shall, at a minimum, include the information listed below:

- a. **Reimbursable Expenses** – The Operator shall submit the original invoices with the Certified Monthly Statement to verify the Reimbursable Expenses incurred.

The Operator shall submit to the City, on or before the 15th day of each month, itemized statements of all Reimbursable Expenses incurred during the previous calendar month. Each such statement shall be accompanied by additional such supporting documents as the City may from time to time request, including, but not limited to, payroll records, expense receipts, paid checks and DBE expenditure reports.

- b. **Budget Variance** – The Operator shall submit a budget variance report, detailing the budgeted expenditures, actual expenditures, and the difference between budgeted and actual expenses. A detailed explanation should accompany this report outlining the reason for any variance.
- c. **Employee Hire, Separation, and Training Report** – The Operator shall submit a summary of employment/training activity with the Certified Monthly Statement to verify the current roster of employees and training conducted. Each such statement shall be accompanied by additional supporting documents as the City may from time to time request, including, but not limited to, payroll records, expense receipts, paid checks and DBE expenditure reports.

2. **Monthly Reports** – The Operator shall submit a series of electronic monthly reports to the Department of Aviation on or before the 7th day of each month. The monthly reports include but are not limited to:

- a. Current roster of employees and training status;
- b. Schedule of total monthly expense, by budget, submitted to the Department of Aviation for reimbursement.

3. **Report Changes** – As may be required from time to time during the Term, the City may direct, in writing, the Operator to add, change or delete certain reports. The Operator shall comply with the written requests within the time period as specified by the City.

F. **MANAGEMENT FEE**

1. **Management Fee** – As compensation to the Operator for its services during the Term, the City shall pay to the Operator a Management Fee. The Management Fee shall be inclusive of the fees paid for the costs of managing the permitted Subcontracting Activities/Services identified herein.

- a. **Management Fee Amount** – The City shall pay to the Operator the annual Management Fee amounts listed below, prorated monthly in arrears and subject to adjustment as described below. The fee shall be paid to the Operator by or before the 30th calendar day of each subsequent month in consideration for the previous calendar month's operations:

Effective Date through January 13, 2021

Contract Year #1 (1/14/14 – 6/30/14):	\$ _____
Contract Year #2 (7/1/14 – 6/30/15):	\$ _____
Contract Year #3 (7/1/15 – 6/30/16):	\$ _____
Contract Year #4 (7/1/16 – 6/30/17):	\$ _____
Contract Year #5 (7/1/17 – 6/30/18):	\$ _____
Contract Year #6 (7/1/18 – 1/13/19):	\$ _____
Contract Year #7 (1/14/19 – 1/13/20; if exercised):	\$ _____
Contract Year #8 (1/14/20 – 1/13/21; if exercised):	\$ _____

- b. **Right of Offset** – The City shall have the right to offset against and deduct from the Management Fees payable to the Operator any amounts due the City from the Operator, including, but not limited to, unauthorized or disputed expenses and Liquidated Damages as described herein. If the City pays any sum or incurs any obligations or expense because of the failure, inability, neglect, or refusal of the Operator to perform or fulfill any of the terms or conditions of the Contract that it is obligated to perform or fulfill, then the City shall have the right to deduct said expenses from the Operator's Management Fee.
- c. **No Adjustment to Management Fee** – The Management Fee shall not be adjusted for any change, alteration of or addition to the Operator's responsibilities under the Contract.
- d. **Expiration or Termination Other than End of Month** – If the Term shall end on a day other than the last day of a calendar month, the payment of the Management Fee shall be prorated based upon the number of days in the month.

- e. **Liquidated Damages** – The following provisions relate to the quality of the service that the City expects to be provided under the Contract. The Operator agrees that it is obligated to perform the following and that non-performance denigrates the quality of the service, and therefore, is in violation of the Contract. The occurrence of any of the following situations may result in the imposition of Liquidated Damages. The Operator agrees that the following Liquidated Damages are fair and reasonable, and they may be deducted from its Management Fee, and that they do not constitute a penalty. The City will notify the Operator within 30 days following the incident whether it intends to assess Liquidated Damages. Failure to impose Liquidated Damages for a particular violation shall not bar the City from imposing Liquidated Damages for subsequent violations of the same nature. Liquidated Damages will be deducted from the monthly installment of the Management Fee. The Liquidated Damages remedy is in addition to all other rights and remedies of the City under the Contract.
- f. **Non-Staffing** – The Operator shall maintain staffing as provided in the Manual. Should the Operator fail to maintain adequate staffing or fail to obtain the City's permission to not staff a particular shift, Liquidated Damages may be assessed and the Operator's Management Fee may, at the option of the City, be reduced by **\$100 for each hour or fraction thereof** that the Operator falls below the minimum staffing as outlined in the Manual.
- g. **Failure to Submit Reports in a Timely Manner** – The Operator shall submit the required reports to the City. Should the Operator fail to provide to the City by the specified submittal date one or all of these subject reports and fail to obtain the City's permission to delay or omit a particular report, Liquidated Damages may be assessed and the Operator's Management Fee may, at the option of the City, be reduced by **\$100 per day, per report**, for each day a report is not submitted.
- h. **Miscellaneous Damage Amounts** – The Operator's Management Fee may, at the option of the City, be reduced by the following amounts:
 - i. **Employee Out of Uniform** – By \$50 per occurrence for recurring failures as reported by the City's shopping service contractor or Department of Aviation Staff.

- ii. **Employee Uniform is Unacceptable** – By \$50 per occurrence for recurring failures as reported by the City's shopping service contractor or Department of Aviation Staff.
- iii. **Shopping Service** – By \$50 per occurrence for recurring failures as reported by the City's shopping service contractor or Department of Aviation Staff.
- iv. **Charges for Other Violations** – In addition to the above, the Aviation General Manager may impose and collect reasonable charges for the violation of any provision of this Contract where the Operator has been given written notice of the violation on at least two occasions during the 18 month period immediately preceding the incident giving rise to the charge.

G. BOOKS AND RECORDS OF OPERATOR

- 1. **Operator to Maintain Certain Books and Records** – The Operator shall maintain such books and records as would normally be examined by an independent Certified Public Accountant (CPA) pursuant to generally-accepted accounting principles (GAAP), in order that the City may perform an audit. These books and records, including, without limitation, ledgers, journals, revenue control reports, and books of accounts shall reflect the operations of the Operator at the Airport under the Contract.
- 2. **Location of Books and Records** – The Operator shall keep the books and records it is required to maintain at its Airport office or local office. Such books and records shall be kept segregated from the Operator's books and records relating to the Operator for a period of not less than three years following the end of the Contract Year to which such books and records relate (notwithstanding the expiration or earlier termination of the Contract).
- 3. **Books, Records and Information** – Books, records, and information that are to be made available to the City during an audit shall include but not be limited to:
 - a. All accounting source documents necessary to the City's performance of an audit in accordance with generally-accepted accounting principles;
 - b. The complete (cumulative) corporate general ledger that identifies the Operator's operation at the Airport for the Contract for the period under the audit;

- c. A detailed description of the Operator's accounting system, including:
 - i. A flow chart tracing transactions through all accounting records used to prepare the Airport's Certified Monthly Statement;
 - ii. A description of the accounting system used for tracking control numbers assigned to each location.
- d. A complete copy of the chart of accounts and a detailed description of the accounts shown thereon;
- e. Bank statements and canceled checks applicable to the operation of this Contract at the Airport. The Operator shall also provide, upon the written request of the City, the name and telephone number of the Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to the Contract and who will assist the City with its audit.

H. CITY'S RIGHT TO INSPECT AND AUDIT

1. **Books and Records Available for Inspection** – The books and records required to be maintained by the Operator as described above shall be available for inspection by the City or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Operator's business. Upon ten days written notice from the City, the Operator shall deliver such books and records to the Airport for examination by the City.
2. **City's Right to Audit** – The City shall have the right, upon reasonable notice to the Operator, to cause an audit to be made of the Operator's (or its parent's) books and records relating to the Operator's operation of the Contract (including, but not limited to, those books and records the Operator is required to maintain) in order to determine the correctness of the Gross Receipts and expenses for any Contract Year which ended no more than three years prior to the date of commencement of such audit.
3. **Fees and Interest if Overpayment Discovered by Audit** – If, as a result of the audit performed herein, it is established that additional payments are due from the Operator to the City, the Operator shall immediately, upon written demand from the City, pay to the City such additional payments.

4. **Inspection and Audit Rights Survive Expiration** – The City's rights under this section, to inspect and audit the books and records of the Operator, shall survive the expiration or earlier termination of the Contract.

I. LOSS OF BUSINESS

The City shall not be liable to the Operator for any loss of business or be obligated to the Operator for any additional Management Fee as a result of any change in the operation or configuration of, or any change in, any procedure governing the operation of the Airport.

J. CUSTOMER ASSISTANCE SERVICES AND MANAGEMENT

The Quality Customer Service Program was established to welcome and proactively assist the traveling public in a courteous and friendly manner. The CSRs and CSR Supervisors positioned throughout the Airport are expected to provide accurate information regarding Airport services, facilities and amenities; participate in keeping the Airport "Opening Day Fresh"; provide directions and information in the Transportation Mall areas, and provide Security Checkpoint Queue Management. They may be required to accompany passengers to their gates or other non-SIDA areas as needed.

The Quality Customer Service Program participants will provide assistance and serve as liaisons for the Airport, the Airport tenants, and the general public. They may be required to contact available services, such as the Police and/or Security Departments, to resolve problems such as lost children, visitor disputes, disorderly conduct, or any type of lawlessness.

The CSR Managers/Supervisors, Lead Agents, and CSRs shall comply with the established Performance Standards as outlined in Exhibits E, F, G, and H to Part 4.

The Operator shall provide Customer Service from 0445 – 2300 seven (7) days per week, 365 days per year, based on the following schedules in accordance with the Contract:

1. **Quality Customer Service Employee Schedules** – The Operator shall provide one Project Manager five (5) days per week; one (1) CSR Operations Manager per shift five (5) days per week; One (1) CSR Supervisor per shift five (5) days per week; and one (1) Lead Agent per shift five (5) days per week.
 - a. Managers, Supervisors and Leads will rotate days of the week to assure coverage is provided seven (7) days per week.

- b. The Operator is required to provide the following minimum staffing of CSRs from 0445 – 2300 seven (7) days per week, 365 days per year per the following schedule:

Shift 1	0445 - 1345	2 CSRs x 7 days per week
	0545 - 1445	1 CSR Operations Manager x 5 days per week
		1 CSR Supervisor x 5 days per week
		1 Lead Agent x 5 days per week
		19 CSRs x 7 days per week
Shift 2	1400 - 2300	1 CCR Operations Manager x 5 days per week
		1 CSR Supervisor x 5 days per week
		1 Lead Agent x 5 days per week
		22 CSRs x 7 days per week

Additional CSRs may be added during inclement weather. The City reserves the right to increase or decrease, at any time, the number of CSRs, Lead Agents and/or CSR Supervisors per shift for the Quality Customer Service Program as needed by the Airport. CSRs may rotate days of the week to assure that coverage is provided seven (7) days per week.

The CSR Staff may be a combination of Full- and Part-Time and/or On-Call Employees.

Thirty percent of staff must have the following language skills:

Spanish, French, German, Russian and either Korean, Japanese, Chinese or Vietnamese are required for at least 30 percent per shift for the CSRs. Additional languages will be favorably considered, and some other languages may be required as the airlines add new routes to their route system.

The Operator must provide at least two Spanish-speaking CSRs on both the first (5:45 a.m. – 2:45 p.m.) and second (2:00 – 11:00 p.m.) shifts.

2. **Airport Information Office (Call Center) Schedules** – The Operator shall provide staff to answer the Airport Information lines (404-530-7300 and 1-800-897-1910) from 0445 – 2300 seven (7) days per week, 365 days per year. The CCRs shall be both part- and full-time, with four (4) CCRs working Mondays – Fridays and four (4) CCRs working Saturdays and Sundays according to the following schedule:

M – F	0700 - 1600	2 CCRs x 5 days per week
	1100 - 2000	1 CCR x 5 days per week
	1700 - 2300	1 CCR x 5 days per week
S – S	0700 - 1300	1 CCR x 2 days per week
	1000 - 1900	2 CCR x 2 days per week
	1400 - 2300	1 CCR x 2 days per week

The City reserves the right to increase or decrease, at any time, the number of CCRs per shift to answer the Airport Information lines for the Quality Customer Service Program as needed by the Airport. The CCRs may need to rotate days of the week to ensure that coverage is provided seven (7) days per week.

3. **Volunteer Assistant Schedules** – The Operator is required to provide the following minimum staffing of two (2) Volunteer Assistants to support the Hartsfield-Jackson Volunteer Program from 0700 – 1800, 7 days per week, 365 days per year, according to the following schedule:

0700 – 1600	Volunteer Assistant #1	Five (5) days per week
0700 – 1600	Volunteer Assistant #2	Two (2) days per week
0900 – 1800	Volunteer Assistant #2	Three (3) days per week

The VAs will rotate days of the week to ensure that coverage is provided seven (7) days per week.

4. **Participation in Department of Aviation Meetings** – The Project Manager shall meet not less than weekly with the Department of Aviation staff and report on all activities as directed by the City. The Operator shall participate in Queue Management meetings, monthly “all employee” team meetings, and other meetings deemed necessary by Department of Aviation.

K. EMPLOYEES AND STAFFING

The Operator shall employ professional, well-trained staff, including qualified and trained Managers, Supervisors, Leads, CSRs, CCRs, VAs and others to assure a high standard of service to fulfill its obligations under the contract. The Operator shall develop, implement, and maintain a salary/wage structure by job category. The Operator shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum the Operator shall, prior to hiring an applicant, determine the compatibility of the applicant working in a customer service environment, test each applicant for the presence of illegal drugs and the presence of legal drugs in excess of medically approved standards, and examine the applicant’s conviction record to determine instances of prior criminal convictions which would

disqualify the applicant for a position of public trust. Results of drug tests for each employee must be sent to the Department of Aviation. Employee background checks shall comply with all state, local, and Federal employment requirements. All employees are required to have a non-SIDA Badge, except for CSR Supervisors and the Project Manager, who are required to have SIDA badges.

1. **Staffing Levels** – The Operator shall operate in accordance with the City's approved staffing and salary schedules. The Operator shall obtain the City's prior written approval for initial staffing levels and all changes thereto. The Operator shall provide the City with prior written notification of any changes in positions. The Operator shall make the best efforts to attract, hire, and retain high quality personnel, and to minimize employee turnover. The Operator shall not employ or retain in its service, or permit to remain on the premises, any person reasonably and for good cause found by the City to be objectionable or unfit for employment. This includes the responsibility to monitor late flight conditions and to provide additional coverage beyond normal schedules to maintain the stated service levels at all times, including those periods of abnormal activity patterns. Staffing levels, salaries, and wage schedules shall be described in the Operations and Procedures Manual. Overtime must be approved in advance by the Department of Aviation.
2. **Project Manager, CSR Operations Managers and Shift Supervisors** – Unless otherwise agreed to by the City, the Operator shall select and appoint one Project Manager whose primary responsibility shall be the management of the day-to-day operations of the program and general supervision of the CSR Operations Managers. The Project Manager will report to and work closely with the Airport's Contract Manager to ensure the success of the program. To effectively monitor the performance of the contract, the Project Manager must: ensure employees have all required uniform items, including Security Badges, prior to deployment at the airport; ensure that daily rounds of the CSR Stations are made; provide relief for CSRs as needed; monitor performance and appearance; resolve employee's administrative concerns as quickly as possible, preferably within two (2) business days; adhere to disciplinary action procedures as outlined in the Employee Handbook provided by the Operator; maintain detailed records of training and disciplinary actions; ensure that incentives are provided in accordance with the approved recognition program.

The City reserves the right to approve the selection of the Operator's Project Manager, CSR Operations Managers and Supervisors. If the City finds candidates unacceptable, the Operator shall propose other candidates until an acceptable candidate is found.

3. **Employee Uniforms** – Employees must be uniformed and must always wear a name badge at all times while on duty on Airport property, on break, or arriving for work or leaving work, unless otherwise approved by the Contract Manager. A Security Badge issued by the Department of Aviation Security Division must be worn at all times while working at the Airport, and must be displayed above the waist and be visible at all times. Managers, Supervisors, Lead Agents and Volunteer Assistants are required to have SIDA badges. All other employees are required to have non-SIDA badges. The Contract Manager may request the Security Division to change SIDA and/or non-SIDA status for employees.

Uniform standards shall be specifically described in the Operations and Procedures Manual and are established in Exhibit K to Part 3.

4. **Personnel Records** – The Operator shall maintain current, accurate and detailed records on personnel. These records shall include, but not be limited to, name and address, date of hire, salary and benefits paid, training received and performance reviews. Operator shall provide an Employee Hire and Separation Report summary of employment activity concurrently with the Certified Monthly Statement.
5. **Safe and Sanitary Working Conditions** – The Operator shall comply with all applicable Federal, state, and local safety and health standards.
6. **Operator Report on Wages and Benefits** – The Operator shall, at the commencement of the Contract and with the submission of payroll supporting documentation, report to the City all wages and benefits paid to Operator's employees assigned to or working in the Airport Quality Customer Service Program. The report will include reimbursable benefits. In addition to programs and benefits offered by Operator to permanent, regular, full-time employees beyond those required by law (Workers Compensation and Social Security).

The Operator shall also forward to the City any Collective Bargaining Agreements and amendments hereto.

7. **Holidays** – The Operator shall recognize the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
8. **Employee Notification** – The Operator shall inform all employees in writing upon hire that their employment is at will and that their employment may terminate at the conclusion of the Contract.

9. **Customer Service Training** – The Operator shall fully train all personnel prior to them beginning work at the Airport. All training shall conform to the standards and requirements set forth in the Operations and Procedures Manual.
10. **English Communication** – Every employee of the Operator who is expected to regularly communicate with members of the public or with City staff shall be able to communicate verbally and in writing in clearly understandable English.
11. **Media** – All media inquiries shall be directed to the Department of Aviation Landside Operations Division and/or Marketing & Intergovernmental Affairs Division.
12. **Labor Laws** – The Operator shall comply with the requirements of all applicable Federal and state laws and regulations, including employment and withholding taxes, and shall maintain records demonstrating compliance with such laws. All records shall be available for inspection by the City for a period of not less than three years after the end of the Term to which such records pertain.
13. **Drug Testing** – All employees of the Operator are required to submit to alcohol and drug testing. This includes pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing for alcohol and controlled substances. Testing results should be submitted to the Department of Aviation within 24 hours of receipt.

L. CHANGES IN THE SCOPE OF SERVICES

The City may, at any time by written notice, make changes such as those listed below as well as other changes necessary to fulfill the needs of the traveling public or to accommodate changes in the design or use of the Airport facilities.

M. CHANGES TO OPERATION AND PROCEDURES MANUAL, FACILITIES, PREMISES OR EQUIPMENT

Changes to the operating procedures and facilities shall be accomplished through revision to the Operations & Procedures Manual. Each approved Operations & Procedures Manual change shall be deemed to be automatically incorporated into the contract by reference without need for a contract amendment.

1. **Changes to Facilities** – As directed by and subject to the prior written approval of the Aviation General Manager, during the term, the City may, at its sole discretion, within 30 days' written notice to the Operator, assign to the Operator new, temporary and/or permanent facilities in any existing, expanded or new facility.

2. **Changes to the Budget** – Changes shall be incorporated and reflected in the Operating Budget as detailed herein.

N. OPERATIONS AND PROCEDURES MANUAL

The Operator shall provide an updated Operations and Procedures Manual (the “Manual”) to the Contract Manager, within 60 days after the Effective Date, for the Contract Manager’s review and approval. The failure of the Operator to submit the Manual to the Contract Manager within 60 days after the effective date shall be considered an event of default under the Contract. The Manual and all revisions thereto, shall be automatically incorporated into and made a part of the Contract upon its approval by the Contract Manager. The Manual shall not be disclosed by the Operator outside the City or outside the Operator’s staff at the Airport. The Operator’s Manual shall be provided to the Aviation General Manager in hard copy and in electronic format compatible with the latest version of Microsoft Word or as requested by the Aviation General Manager.

1. The Manual shall provide all information needed or desirable for employee education on their duties and responsibilities, including, but not limited to, the following items:
 - a. Operator mission statement
 - b. Operational overview
 - c. Organizational chart
 - d. Staffing chart
 - e. Position descriptions
 - f. Personnel training and policies
 - g. Primary operating procedures:
 - i. Customer Service operations
 - ii. Call Center Operations
 - h. Administrative reports
 - i. Financial, auditing, and accounting procedures
 - j. Home office information
 - k. Emergency and safety procedures
 - l. Other operating procedures
 - m. Disciplinary Action Procedures

The Manual shall provide basic guidance on policies, practices, and procedures covering all aspects of management and operation. The Manual and the procedures contained therein shall be developed by the Operator based upon its best judgment and shall reflect an understanding between the Operator and the City on how the Quality Customer Service Program shall be operated. The Operator shall confer with the City in its preparation of the Manual and shall incorporate all information provided by the City into the Manual.

The Operator shall comply with all of the provisions of the Manual. Failure to do so may lead to termination of the Contract under the Default terms of the Contract.

2. **Revisions to the Manual** – The Manual shall be kept current by the Operator throughout the Term as follows:
 - a. The information in the Manual shall be reviewed by the Parties at least annually, unless otherwise agreed by the Parties.
 - b. Either Party may propose a revision to the Manual, and shall initiate the proposed revision by sending it to the City or Operator, as appropriate. All Manual revisions shall be subject to the approval of the Aviation General Manager before incorporation into the Manual. Each revision to the Manual shall have a revision number and date.
 - c. The Manual and all revisions made thereto must be consistent with the Contract including the Scope of Operations as defined herein.

O. PERMITTED SUBCONTRACTING ACTIVITIES

The Operator may enter into subcontracts with qualified subcontractors and suppliers to provide services required or authorized by the Contract. The Operator shall remain responsible to the City for ensuring that the performance of subcontractors complies with the Contract and is acceptable to the City. The Operator shall pay the subcontractor invoices when due.

1. **Specifications** – The Operator shall be responsible for developing the specifications for any subcontract. The Operator shall make its best efforts to obtain a minimum of three bids or alternative providers for each subcontract with a value of \$2,500 or greater, or as otherwise approved in writing by the Aviation General Manager. The Operator shall document its efforts to obtain alternative providers and competitive bidding, and shall provide those documents to the Aviation General Manager upon request.
2. **Costs** – Approved subcontracting costs shall be included in the Operator's Operating Budget.

3. **Permitted Subcontracting Activities/Services** – The following activities may be subcontracted. This list may be expanded as necessary by the City. The Operator may enter into additional subcontracts as approved in advance by the Aviation General Manager. The Operator shall use its best efforts to subcontract with certified minority and female-owned businesses whenever possible. The overhead/profit and/or management fees for all subcontracting services/activities are included in the Operator's Management Fee. No amount will be paid to the Operator as a reimbursable operating expense nor will any additional management fee be paid to the Operator that reflects overhead, profit or a management fee associated with any subcontract.

The Operator is responsible for managing all listed and additional subcontracting services/activities during the term of the Contract, including:

- a. Personnel
 - b. Auditing
 - c. Customer Service training
 - d. Uniforms
4. Subcontract terms shall not extend beyond the Term. Upon the termination or expiration of the Contract, the Operator shall bear the sole responsibility for any subcontract obligations that extend beyond the Contract's termination or expiration date. The City shall have no liability or obligation to subcontractors at any time under the Contract.
5. The Operator shall provide the City with a copy for review prior to executing the subcontract and a copy of the approved, fully executed subcontract within 10 days of execution. Each agreement between the Operator and a subcontractor shall include language allowing for termination of the agreement by the Operator without cause at any time upon _____ days written notice. The Aviation General Manager has the right to approve or reject any subcontract agreements. Each subcontract shall be limited to one year in duration with no more than _____ annual renewal option(s) through the end of the term of this Contract.
6. Upon _____ day's written notice by the City to the Operator, the Operator shall terminate any subcontract agreement pursuant to paragraph five (5) above. Once subcontract has been terminated, the Operator shall assume all subcontracting obligations until a new subcontractor has been procured and a new subcontracting agreement has been approved and fully executed.

P. ADVERTISING, PUBLIC RELATIONS AND INFORMATION DISTRIBUTION

The City desires to present the Quality Customer Service Program in a professional, high-quality manner to the traveling public. To this end, the Operator shall develop and institute, working with and subject to the approval of the Aviation General Manager, advertising materials and a public relations campaign designed to inform and serve patrons.

1. **Aviation General Manager Approval** – All signs, advertising media, messages and devices used in the Quality Customer Service Program shall be subject to the continuing approval of the Aviation General Manager.
2. **Brochures** – The Operator shall be required to distribute brochures provided by the City for public distribution. Such brochures shall provide information on the facilities available at the Airport. The brochures shall be displayed throughout the Airport and be continuously available.
3. **Customer Service** – The Operator shall train its employees in Customer Service according to a program approved by the Contract Manager and shall require all employees to undergo City-provided Customer Service training with the objective of providing high-quality public service which is responsive to public inquiries and needs and minimizes customer complaints.
4. **Corporate Identity** – The Operator shall not affix or display its corporate logo, name or otherwise advertise its corporate identity on any Airport, operating equipment, assigned areas, or leased areas at the Airport, without the prior written approval of the Aviation General Manager.

Q. PROCEDURES FOR REPORTING ACCIDENTS AND NOTIFICATION OF THEFT OR DAMAGE

The Operator shall immediately and verbally inform the City and Atlanta Police Department (APD), followed by a written report within 24 hours, of any report, discovery, or investigation of any theft, robbery, fraud, fire, or significant damage to City or private property. The City's procedures for handling these matters shall be included in the Manual. The Operator shall submit to the City a report that describes the theft, fraud or damage; the amount of theft, fraud or damage as best can be determined; the action the Operator has taken or intends to take; and in the case of theft, fraud or deliberate damage by an employee of the Operator, the name and job title of the employee who committed the theft, fraud or damage; and any action taken in addition to the information required above.

R. TRANSITION

The Operator shall provide supervisory personnel, training staff and other employees as necessary on site beginning on the Effective Date of the contract in order to plan and implement a smooth transition. The Operator shall interview all CSRs, CCRs, CSR Supervisors and CSR Lead Agents who are currently employed in the Quality Customer Service Program to determine their eligibility for retention. **The City will approve or disapprove decisions regarding the rehiring of current employees.** The City will reimburse the Operator for its approved transition costs as part of its first month's Reimbursable Expenses, subject to all the other terms and conditions of the Contract, including the procedures for transition costs.

This Scope of Services is also spelled out in Part IV – Form of Agreement, in this RFP. All Proponents are advised to inform themselves of the contents in the Form of Agreement.

EXHIBIT A.1**OPERATING BUDGET****PROPOSED OPERATING BUDGET FORM**

ANTICIPATED OPERATING COSTS	AMOUNT
LABOR:	
Personnel (Payroll)	
Benefits (Sick Days, Vacation Days, Health Insurance; Holiday Pay)	
Automated Time Recording Systems & Direct Deposit	
TRANSPORTATION:	
MARTA Cards	
Parking	
Other Expenses	
UNIFORMS:	
Dress Shirts	
Polo Shirts	
Vests	
Sweaters	
Ties	
Scarves	
Outerwear needed for work in the GT Center	
PRE-EMPLOYMENT EXPENSES:	
Local Personnel Recruiting & Advertising	
Drug Testing	
Customer Service Testing	

ANTICIPATED OPERATING COSTS (con't.)	AMOUNT
SECURITY:	
Fingerprinting / Criminal History Check	
Badging	
PRE-EMPLOYMENT EXPENSES:	
Local Personnel Recruiting & Advertising	
Drug Testing	
Customer Service Testing	
TRAINING:	
Materials	
Printing Costs	
Local Seminars	
RECOGNITION PROGRAM:	
Incentive Awards	
Other Expenses	
ADMINISTRATIVE COSTS:	
Subcontracting Fees	
REQUIRED INSURANCE COSTS	
ELECTRONIC DEVICES (Cell Phones, Blackberries, etc.; \$60/unit max)	
MAINTENANCE MAT'LS (Small Equipment; On-Site Supplies)	
START-UP & TRANSITION COSTS (First Year Only)	
MISCELLANEOUS COSTS	
TOTAL	

EXHIBIT A.2

MANAGEMENT FEE

MANAGEMENT FEE OFFER FORM

I _____, on behalf of _____, Proponent, having examined carefully the accompanying RFP, including the Information and Instructions to Proponents and the Form of Agreement for Quality Customer Service at Hartsfield-Jackson Atlanta International Airport ("H-JAIA"), and having become familiar with all of the terms and conditions specified in the RFP and accompanying materials, with the proposed Scope of Services to be provided by the successful Proponent, and with all applicable laws, and having truthfully and completely responded to all requirements of this RFP, hereby submits the following Management Fee Offer as compensation for the privilege of and permission to provide Quality Customer Service at the Airport to be paid to Proponent by the City in consideration of the execution of the Agreement by the City and the performance of all terms and conditions contained in the Form of Agreement attached to this RFP.

Please fill in the Management Fee Offer in both words and numbers.

Proponent's Contract Year No. 1* from January 14, 2014 – June 30, 2014 Management Fee Offer is _____ (\$ _____) Dollars.

Proponent's Contract Year No. 2* from July 1, 2014 – June 30, 2015 Management Fee Offer is _____ (\$ _____) Dollars.

Proponent's Contract Year No. 3* from July 1, 2015 – June 30, 2016 Management Fee Offer is _____ (\$ _____) Dollars.

Proponent's Contract Year No. 4* from July 1, 2016 – June 30, 2017 Management Fee Offer is _____ (\$ _____) Dollars.

Proponent's Contract Year No. 5* from July 1, 2017 – June 30, 2018 Management Fee Offer is _____ (\$ _____) Dollars.

Proponent's Contract Year No. 6* July 1, 2018 – January 13, 2019 Management Fee Offer is _____ (\$ _____) Dollars.

What percentage, if any, of the National Consumer Price Index would your company increase its fees each year? _____%.

- * For the period between the Effective Date of the Agreement and the beginning of Contract Year No. 1, Operator will be paid the Contract Year No. 1 Management Fee prorated appropriately. In the event the City exercises its option to renew the Agreement, the Management Fee to be paid to Operator for Contract Years No. 6 and No. 7 shall be calculated as provided in the Agreement. Neither the amount to be paid to Operator for any period prior to the commencement of Contract Year No. 1 nor the amount to be paid to Operator for Contract Years 4 and 5, if applicable, will be considered in the evaluation of Proponent's Management Fee Offer.

EXHIBIT A.3

JOB DESCRIPTIONS

- A.3.1 Project Manager**
- A.3.2 Customer Service Representative (CSR) Operations Manager**
- A.3.3 Customer Service Supervisor**
- A.3.4 Customer Service Lead Agent**
- A.3.5 Customer Service Representative (CSR)**
- A.3.6 Call Center Representative (CCR)**
- A.3.7 Volunteer Assistant (VA)**

A.3.1 Project Manager

Objectives

Provide comprehensive management for the Customer Service Program and ensure the integrity of the contract document. Assist CSR Operations Managers, Supervisors, Leads and CSRs by relieving them as needed for operational purposes; stay current with information about the Airport's facilities, amenities, and services and be prepared to provide that information to customers during relief of other employees; provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary; coordinate any assistance that may be needed to move people through the Airport efficiently and effectively; participate in keeping the airport "Opening Day Fresh;" provide directions to customers as needed; assist with Security Checkpoint Queue Management; and assist with the Airport Volunteer Program as needed. The Project Manager shall be prepared to work outside and in inclement weather as necessary.

Position Title

Project Manager

Hours of Operation

Monday – Friday, 0730 – 1630 (Hours may be adjusted based on operational need)

Experience and Skills

The Project Manager is required to have a Bachelor's Degree in Business/Public Administration or related field, seven (7) years of experience in customer service management, or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job; must have an understanding of business and financial planning and an understanding of project management; excellent customer service, communication (written and verbal) and safety awareness skills are required; must support the application and compliance of company policy and procedures in a fair and consistent manner; must be proficient in Microsoft Office products, particularly Word, Excel and Power Point.

Summary of Essential Duties

- Serve as the Direct Report to the CSR Operations Managers, and provide them with counseling as needed;
- Conduct annual evaluations of CSR Operations Managers;
- Ensure that staff, which includes qualified Supervisors, CSRs, CCRs and Managers, is professional, well-trained and equipped to provide a high standard of service to fulfill the obligations under the contract;
- Be responsible for monitoring the scope of services for compliance, budget, staffing and subcontractor activities;

- Develop specifications for sub-contracted services, review compliance of subcontracted services and provide status reports on these contracts;
- Support the Customer Service Contract Manager with the development and updating of incentive and recognition programs, employee evaluations, the Policies & Procedures Manual, administrative procedures, and other programs and/or literature as requested;
- Ensure the training program and prospective employee candidate pool is in place through the subcontractor in the event of employee terminations;
- Ensure the on-call employee candidate pool is in place through the subcontractor;
- Direct the management of the "Scope of Services" as defined in the contract;
- Monitor payroll hours and schedules to ensure meeting contract needs and for overseeing the budget;
- Meet Contract Manager monthly to review budget and contract compliance;
- Act as liaison between the airport, the public and airport tenants to communicate important information and resolve problem situations;
- Perform other duties as necessary.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions

Work in an independent environment; must have an office on airport in order to be available for relief and emergency response; dress in business attire while on duty; assist Managers,

Supervisors, CSR Leads, CSRs and VAs in operation as needed. The Project Manager will report directly to the Contract Manager.

The Project Manager may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or lawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring absenteeism and/or tardiness.

A.3.2 Customer Service Representative (CSR) Operations Manager

Objectives

Provide comprehensive management for the Customer Service Program and ensure the integrity of the contract document; assist Supervisors, Leads and CSRs by relieving them as needed for operational purposes; stay current with information about the Airport's facilities, amenities, and services and be prepared to provide that information to customers during relief of other employees; provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary; coordinate any assistance that may be needed to move people through the Airport efficiently and effectively; participate in keeping the airport "Opening Day Fresh;" provide directions to customers as needed; assist with Security Checkpoint Queue Management; assist with the Airport Volunteer Program as needed. The CSR Operations Manager shall be prepared to work outside and in inclement weather as necessary.

Position Title

CSR Operations Manager

Hours of Operation

0545 – 2300, seven (7) days per week (Hours may be adjusted based on operational need)

Experience and Skills

The CSR Operations Manager must have Bachelor's Degree in Business/Public Administration or related field, five (5) years of experience or a minimum of five years of experience managing in an airport Customer Service environment; or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job; must have excellent customer service, communication (written and verbal) and safety awareness skills; must support the application and compliance of company policy and procedures in a fair and consistent manner; must be proficient in Microsoft Office products, particularly Word, Excel and Power Point.

Summary of Essential Duties

- Ensure that staff, including qualified Supervisors, CSRs, and CCRs, is professional, well-trained and equipped to provide a high standard of service to fulfill the obligations under the contract;
- Manage position staffing level and schedules;
- Monitor the CSR's and CCR's employee performance, appearance, absenteeism, tardiness, etc., and conduct performance evaluations;
- Monitor the CSR's and CCR's training and assure compliance;
- Compare CSR schedule and assignments against passenger forecasts to design the best possible operation procedures and placements of the CSRs;

- Guide Supervisors with coaching, counseling and administrative action;
- Monitor and calculate CSR payroll hours;
- Perform other duties as assigned.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions

Work in an independent environment in an office provided by the DOA and in the airport proper; be available for relief and emergency response; dress in business attire while on duty; assist Managers, Supervisors, CSR Leads and CSRs in operation as needed. CSR Operations Managers will report directly to the Project Manager.

CSR Operations Managers may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;

- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring absenteeism and/or tardiness.

A.3.3 Customer Service Supervisor

Objectives

Provide accurate and courteous information to the traveling and general public visiting Hartsfield-Jackson Atlanta International Airport (the "Airport"); provide information about the Airport's facilities, amenities, and services; provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary; coordinate any assistance that may be needed to move people through the Airport efficiently and effectively; participate in keeping the airport "Opening Day Fresh;" provide directions and information; and provide Security Checkpoint Queue Management; and provide supervision as indicated by the *Summary of Essential Duties* below. The Customer Service Supervisor shall be prepared to work outside and in inclement weather as necessary.

Position Title

Customer Service Representative Supervisor

Hours of Operation

0445 – 2300, seven (7) days per week, 365 days per year

Experience and Skills

The Customer Service Supervisor must have a minimum of five (5) years of customer service experience in an airport environment, including supervisory experience; must be able to communicate verbally and in writing in clearly understandable English (multilingual skills will be favorably considered); work cooperatively and courteously with diverse groups of people; access multiple references in a timely manner in response to customer requests for information; demonstrate excellent written, oral, and interpersonal communication skills; and respond calmly in emergency situations.

Summary of Essential Duties

- Monitor and evaluate performance of CSRs, including coaching and counseling as needed;
- Schedule placement of CSRs at various Airport stations weekly, rotating CSRs throughout all stations on a regular basis;
- Conduct briefings at the beginning of each shift, and ensure that all staff is out of the office within 10 minutes, or immediately following briefing;
- Conduct an inspection of all CSRs, to check for compliance to the Dress Code, at the beginning of each shift;
- Furnish the Customer Service unit with a Daily Schedule, quarterly and annual Employee Performance Evaluations, and written Daily Incident Reports listing all emergencies;

- Provide reports of any verbal or written disciplinary action for the CSR staff and report to the CSR Operations Manager;
- Determine quarterly awards for performance;
- Perform other duties as assigned.

CSR Supervisors will also perform any or all of the duties listed in the Customer Service Representative Job Description under the *Summary of Essential Duties* when necessary.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions

Work in an independent environment that may include the Airport Information Desk, the Transportation Mall, and other locations as needed; be available on short notice for relief and emergency response; wear required uniform (see Exhibit J: Uniforms/Dress Code); assist Managers, Supervisors, CSR Leads and CSRs as needed. CSR Supervisors will report directly to the CSR Operations Manager.

CSR Supervisors may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring absenteeism and/or tardiness.

A.3.4 Customer Service Lead Agent

Objectives

Provide accurate and courteous information to the traveling and general public visiting Hartsfield-Jackson Atlanta International Airport (the "Airport"); provide information about the Airport's facilities, amenities, and services; provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary; coordinate any assistance that may be needed to move people through the Airport efficiently and effectively; participate in keeping the airport "Opening Day Fresh," provide directions and information and provide Security Checkpoint Queue Management; and assist with the day-to-day operations of the CSRs. The Customer Service Lead Agent shall be prepared to work outside and in inclement weather as necessary.

Position Title

Customer Service Representative Lead Agent

Hours of Operation

0545 – 2300, seven (7) days per week, 365 days per year

Experience and Skills

Lead CSRs are required to: have a minimum of two (2) to four (4) years of Customer Service experience; be able to communicate verbally and in writing in clearly understandable English (multilingual skills will be favorably considered); work cooperatively and courteously with diverse groups of people; access multiple references in a timely manner in response to customer requests for information; demonstrate excellent written, oral, and interpersonal communication skills; respond calmly to emergency situations.

Summary of Essential Duties

- Perform the duties of a CSR and cover all areas of the operation as needed;
- Assist the Manager/Supervisor with shift briefings and ensure that all staff is in attendance and dispatched to their assigned locations immediately following briefings;
- Assist the Supervisor with scheduling and placement of CSRs at Airport stations;
- Ensure that operations are covered when CSRs take scheduled breaks and lunches;
- Rotate CSRs daily to cover all areas of the operation and provide on-the-floor support of the operation;
- Find coverage for the floor and move CSRs to assist with Landside Operations to provide support during crowd control situations and other irregular operations (IROPs), and emergencies as needed;
- Perform other duties as assigned.

CSR Leads will also perform any or all of the duties listed in the Customer Service Representative Job Description under the *Summary of Essential Duties* when necessary.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions

Work in an independent environment that may include the Airport Information Desk, the Transportation Mall, and other locations as needed; be available on short notice for relief and emergency response; wear required uniform (see Exhibit J: Uniforms/Dress Code); assist Managers, Supervisors, CSR Leads and CSRs as needed. CSR Leads will report directly to the CSR Manager/Supervisor.

CSR Supervisors may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;

- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring absenteeism and/or tardiness.

A.3.5 Customer Service Representative (CSR)

Objectives

Provide accurate and courteous information to the traveling and general public visiting Hartsfield-Jackson Atlanta International Airport (the "Airport"); provide information about the Airport's facilities, amenities, and services; provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary; coordinate any assistance that may be needed to move people through the Airport efficiently and effectively; participate in keeping the airport "Opening Day Fresh"; provide directions and information; and provide Security Checkpoint Queue Management. The CSRs shall be prepared to work outside and in inclement weather as necessary.

Position Title

Customer Service Representative (CSR)

Hours of Operation

0445 – 2300 seven days per week, 365 days a year

Experience and Skills

CSRs are required to have a minimum of one (1) to four (4) years of Customer Service experience. Every CSR must be able to communicate verbally and in writing in clearly understandable English (multilingual skills will be favorably considered); work cooperatively and courteously with diverse groups of people; access multiple references in a timely manner in response to customer requests for information; demonstrate excellent written, oral, and interpersonal communication skills; and respond calmly in emergency situations.

Summary of Essential Duties

- Welcome visitors and provide accurate and courteous information about the Airport facilities, services, and amenities;
- Guide, direct and escort visitors as needed;
- Act as liaison between the Airport, the public, and the Airport tenants to resolve problem situations.
- Project a positive and professional image while representing the Airport;
- Assist other Airport operations as requested and provide support for special events;
- Provide assistance to passengers in the Transportation Mall;
- Provide escorts to passengers needing assistance to gates and other non-SIDA areas when necessary;

- Provide Security Checkpoint Queue Management, monitor checkpoint operations, and assist with passenger divesting and re-vesting as required;
- Monitor and record customer wait times as directed by Landside Operations;
- Keep Airport Brochure dispensers and directories stocked with appropriate brochures;
- Assist Landside Operations with Irregular Operations (IROPs) and emergencies when needed;
- Perform other duties as assigned.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions

Work in an independent environment that may include the Airport Information Desk, the Transportation Mall, and other locations as needed; be available on short notice, as required; wear required uniform (see Exhibit J: Uniforms/Dress Code). All CSRs will be in full uniform and ready to begin work promptly at the start of their shift and will remain on their post in full uniform until the end of their shift and/or until properly relieved by another CSR or a Customer Service Manager/ Supervisor. This applies to any and all shifts. CSRs will report directly to Manager/Supervisor.

Customer Service Representatives may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or lawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring absenteeism and/or tardiness.

A.3.6 Call Center Representative (CCR)

Objectives

Responsible for providing accurate and courteous information and other assistance to those calling in to the Airport Information Call Center; CCRs will report directly to the CSR Operations Managers.

Position Title

Call Center Representative

Hours of Operation

0700 – 2300, Seven (7) days per week, 365 days per year

Experience and Skills

A minimum of three (3) years of customer service and/or call center experience; be able to communicate verbally and in writing in clearly understandable English; work cooperatively and courteously with diverse groups of people; access multiple references in a timely manner in response to customer requests for information; demonstrate oral and interpersonal communication skills; have the ability to respond calmly in emergency situations.

Summary of Essential Duties

- Respond to all calls placed to the Airport Information Call Center in a timely manner;
- Provide accurate and courteous information about the Airport facilities, services, and amenities;
- Access the AT&T Language Line for non-English speaking visitors;
- Act as a liaison between the Airport and the customers placing calls to the Call Center to help them resolve problem situations;
- Keep logs of phone calls that come in as requested by management;
- Be able to access the internet to find information re: airlines, flight schedules, airport amenities, hotels, MARTA schedules and directions, and all other pertinent information;
- Share new information and changes to the Airport as they arise with co-workers;
- Stay current with any and all changes to the Airport by accessing the intranet, the internet, *Iflyatl*, etc., and by staying in communication with managers, CSRs and other co-workers;

- Project a positive and professional image while representing Landside Operations Customer Service, the Airport Communications Center (C4), and the Airport;
- Provide relief for CSRs and Volunteers as needed;
- Perform other duties as assigned within the limits of the position.

Qualifications

- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to customers as well as airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to work cooperatively and courteously with diverse groups of people;
- Ability to access multiple references in a timely manner in response to customer requests for information;
- Demonstrated excellent written, oral, and interpersonal communication skills;
- Ability to respond calmly in emergency situations;
- Ability to build relationships and work well with the CSRs, Volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions:

CCRs work in an independent environment at the Airport Communications Center (C4) and are expected to follow the policies and procedures established in the Quality Customer Service Operations Manual; as well as those established by C4 Management. CCRs report directly to the Operations Managers.

CCRs may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or lawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;

- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring tardiness.

A.3.7 Volunteer Assistant (VA)

Objectives

The Volunteer Assistant (VA) assists the Customer Service Manager in recruiting, training and scheduling volunteers; manages various airport projects involving volunteers; and ensures that the volunteers have what they need to perform their duties. The VA provides accurate and courteous information to the traveling and general public visiting the Airport , i.e., information about the Airport's facilities, amenities, and services; coordinates any assistance that may be needed to move people through the Airport, including scheduling and providing escorts to passengers needing assistance to gates and other non-SIDA areas; participates in keeping the Airport "Opening Day Fresh," provides directions and information in the Transportation Mall, Baggage Claim areas, the Information Desk, and other areas in the Airport; and assists the CSRs and Landside Operations as needed. The VAs may be required to work outside and in inclement weather as necessary.

Position Title

Volunteer Assistant

Hours of Operation

0700 – 1800, Seven (7) days per week

Experience and Skills

A minimum of three (3) years of customer service experience and/or experience working with volunteers (an Associate's Degree in Hospitality Management or a related field is preferred, but not required); be able to communicate verbally and in writing in clearly understandable English; work cooperatively and courteously with diverse groups of people; access multiple references in a timely manner in response to customer requests for information; demonstrate excellent written, oral, and interpersonal communication skills, and the ability to respond calmly in emergency situations; previous experience working as a volunteer will be favorably considered.

Summary of Essential Duties

Assist with day-to-day operations of the Hartsfield-Jackson Volunteer Program, including, but not limited to the following:

- Volunteer recruitment;
- Conducting presentations to various organizations (schools, community centers, church groups, etc.) regarding the Hartsfield-Jackson Volunteer Program;
- Co-facilitating and supporting the training of all volunteers; Site staff will work with the Volunteer Assistant to make sure that all volunteer trainings meet quality standards;
- Conducting weekly orientations for volunteers;

- Confirming orientation attendance prior to class and provide Customer Service Manager with necessary information following orientations;
- Fingerprinting and badging of volunteers;
- Reporting orientation, fingerprinting, badging and starting dates for each new and/or prospective volunteer;
- Establishing and regularly updating volunteer schedule, files, orientation policy manuals, and other information related to all airport entities;
- Communicating regularly with volunteers through phone calls, e-mails, etc.;
- Keeping track of volunteer birthdays, family and other events, and of volunteers going above & beyond for recognition purposes;
- Documenting and logging volunteer hours in volunteer tracking system and report hours to Customer Service Manager weekly;
- Responding to volunteer referrals, walk-ins, and social media inquiries through phone calls, letters and e-mails;
- Identifying volunteer projects through needs assessments;
- Working with Customer Service Manager to plan annual volunteer appreciation event, luncheons, etc.;
- Helping to develop activities to stimulate volunteer interest and commitment to the program;
- Acting as host and liaison between the Volunteers and CSR Program, Landside Operations, and others;
- Collecting and managing feedback from all parties involved in volunteer activities, including volunteers, DOA and CSR staff members through written reports, testimonials, and verbal comments;
- Sharing feedback with staff to acknowledge strengths and successes and making improvements for future volunteer activities;
- Providing volunteers with MARTA cards, parking passes, bottled water, etc.;
- Scheduling and logging of volunteer hours;
- Scheduling and providing escorts to passengers needing assistance to gates and other non-SIDA areas when necessary;
- Follow-up on maintenance calls;
- Assisting other Airport operations as requested and providing support for special events;
- Performing other duties as assigned.

Qualifications

- Experience in leadership role, recruiting, training, managing, and supporting diverse groups of people;
- Ability to build relationships and work well with volunteers;
- Track record of planning and implementing events;
- Ability to conduct presentations for large and small groups;
- Enthusiastic and positive attitude toward helping others;
- Ability to work well independently and on a team;
- Maturity and good judgment in relating to airport peers, partners, and families;
- Availability, dependability, and willingness to be flexible;
- Demonstrated ability to solve problems and think strategically;
- Ability to respond calmly in emergency situations;
- Strong written and oral language and communication skills;
- Ability to build relationships and work well with volunteers, Landside Operations Agents, and other Airport personnel.

Working Conditions:

The VA works in an independent environment that may include the Airport Information Desk, the Airport Train Stations (Transportation Mall), and other locations as needed; and assists Landside Operations and/or the CSRs at various locations throughout the Airport during irregular operations (IROPS) and/or emergencies. Volunteer Assistants will report directly to the Contract Manager.

Volunteer Assistants may be released from service if any of the following occur:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the Quality Customer Service Program at the worksite;
- Falsification or lawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; also participation in disruptive activities that interfere with the normal and efficient operations of the City of Atlanta government;
- Theft, vandalism, immoral conduct or any other criminal actions;

- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects;
- Unethical or improper use of official authority or credentials;
- Unauthorized use of communications equipment or property;
- Possession of weapons;
- Violation of security procedures or regulations;
- Recurring tardiness.

Exhibit A.4

UNIFORMS / DRESS CODE

Introduction

The City of Atlanta Department of Aviation is a professional business that deals with the general public, and all employees serving the Airport act as its representatives. Therefore, appropriate attire and a neat appearance are a must to consistently create a businesslike atmosphere and reflect a professional image. The selected Operator will supply the CSRs, CSR Supervisors and CCRs with required uniforms as stated below. The uniform sweaters and vests must be purchased or leased from a vendor approved by the City and be the distinctive teal color. Jackets, gloves and rain gear suitable for extreme cold and inclement weather shall be provided for CSRs working in the Ground Transportation Center. The maximum amount allotted annually for uniforms shall not exceed \$80,000 unless approved by the Department of Aviation.

Full-time CSRs, CSR Supervisors, Volunteer Assistants and CCRs shall receive the following uniform items provided by the Operator:

- 2 Sweaters
- 2 Sweater Vests
- 5 White Shirts/Blouses
- 2 Ties
- 2 Multi-colored scarves (females only)
- 1 Name Badge

On-Call CSRs working under 30 hours per week shall receive the following uniform items provided by the Operator:

- 1 Sweater
- 1 Sweater Vest
- 3 White Shirts/Blouses
- 1 Tie
- 1 Multi-colored scarf (females only)
- 1 Name Badge

Outerwear

The Operator shall provide an adequate supply of outerwear, including jackets, gloves and rain gear suitable for extreme cold and inclement weather, for CSRs when working in the Ground Transportation Center.

DRESS CODES

Male employees' uniforms consist of:

- White dress shirt;
- Black & Red Airport Logo Tie;
- Black slacks – **NO JEANS are allowed, even black ones!**;
- Teal Sweater or Sweater Vest;
- Comfortable black shoes – **No sandals!**;
- Name & Security Badges.

Female employees' uniforms consist of:

- White blouses;
- Teal & Red Airport Logo Scarf;
- Black skirts or slacks;
 - **NO JEANS are allowed, even black ones!**;
- Dresses and skirts must not be more than two (2) inches above the knee; hose or black tights must be worn if wearing a skirt;
 - No tight-fitting clothing, including garments made with stretch fabric, see-through or sheer materials;
 - No plunging necklines (front or back);
 - No capri pants;
- Teal Sweater or Sweater Vest;
- Comfortable black shoes –
 - No slippers (unless there is a medical reason);
 - No sandals;
- Name & Security Badges.

Manager /Employee Compliance

- Managers/Supervisors have the responsibility to make sure that employees on their shifts are appropriately dressed in accordance with the dress codes. If the Managers/Supervisors fail to enforce this policy, they will be subject to disciplinary action.
- Employees reporting for work in attire not in compliance with the dress code will be advised that such attire is unsuitable for the work site and will not be allowed on the floor until the dress code is adhered to. If the employee needs to be sent home to make

changes, it will be without pay until such time as he/she can report to work in proper attire. If he/she commits more than two infractions of the dress code, he/she will be subject to disciplinary action.

- Even if the employee wears the correct uniform, he/she can still be deemed non-compliant if the employee uniform is wrinkled, dirty, torn, etc.
- Name badges and Security badges are considered to be part of the uniform, and coming to work without badges will be deemed as non-compliant. Name badges must be worn on the upper right. Security badges must be worn above the waist. Both must be visible at all times.
- The Operator may make changes in the uniforms and accessories as approved by the Contract Manager.

Exhibit A.5

CUSTOMER SERVICE STANDARDS

Employee Attitude

All Employees Shall:

- Provide a friendly, professional, verbal, audible greeting to all customers, including solid eye contact and a sincere smile;
- Speak clearly and enunciate fully to assure customer understanding;
- Extend full attention to customers at all times during the interaction by being alert and expressing an "I care" attitude;
- *Proactively* assist Airport patrons who appear in need of help, directions and assistance;
- When stationed in the Transportation Mall, actively engage and show accessibility to customers by circulating throughout the area and greeting groups who are waiting for trains.

Employee Appearance

- Maintain a well-groomed, neat, professional, clean appearance at all times.
- Limit accessories to those that are conservative, businesslike and professional.
- Wear name badge and security badge at all times; badges must be worn above the waist and be visible at all times while on Airport property.
- Employees must be in approved uniform at all times while on Airport property including both name and security badges.
- Uniforms must be clean and neat at all times, freshly laundered daily, and free of wrinkles, stains, tears, etc.
- Employee's fingernails must be clean, trimmed, and no longer than 1 inch in length.

Employee Knowledge

- Employees are to be sensitive to foreign-language speakers and special-needs customers at all times and be extra diligent in servicing and responding to such customers.

Employee Conduct

- Personal use of radios/recorders/cell phones are not permitted at any time.
- Employees must direct 100% attention to customer needs from the initial greeting to the genuine thank-you.

- **Eating, smoking, chewing gum or drinking while on duty in customer view is not permitted.** Beverages at certain locations where there is no “out of sight” area must be consumed discretely and only when customers are not present.
- Employees will be respectful to others and act in a civil, courteous manner at all times by putting the Airport users first with regards to entering trains, elevators, escalators, doors, etc., and refrain from loud, boisterous, annoying behavior including slang, foul or inappropriate language.
- Employees must respond positively to Airport/customer concerns/complaints by listening carefully, and remaining calm and objective to resolve the customer’s issue.

EXHIBIT B

CITY COUNCIL RESOLUTION

(Document to be inserted at the time of Agreement execution.)

EXHIBIT C

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"Airport Access, Security and Safety Measures" means the policies set forth in Exhibit F.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or **"Parties"** means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
Quality Customer Service

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit D that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than 10 days after the inception date of the contract.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

- Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **ten million (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties

transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Professional Liability

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

F. Payment Bond

Contractor/Consultant shall furnish a Payment Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

EXHIBIT F

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES (AS APPLICABLE)

1. **Work in Progress.** Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Section titled "TITLE AND RISK OF LOSS," to equipment and materials.
2. **Maintenance.** Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this Agreement (see specification section SP-4B, Extended Maintenance).
3. **Material Handling.** Contractor's responsibility for materials and plant equipment required for the performance of this Agreement shall include:
 - 3.1 Receiving and unloading;
 - 3.2 Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by Contractor;
 - 3.3 Delivering from storage to construction site all materials and plant equipment as required; and
 - 3.4 Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Agreement.
4. **Security.** Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
5. **Airport Security Requirements.** Contractor shall comply with the Transportation Security Administration ("TSA") and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's

obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

6. Preventing Unauthorized Access. The Airport has been secured to prevent unauthorized access to the Air Operations Area ("AOA"), the secured area, the sterile area and other controlled areas of the Airport. Contractor shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Contractor shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

7. Transportation Security Administration/Responsibility of Contractor. In order to comply with the TSA and DOA security requirements, Contractor shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.

7.1 Security Identification Display Area (SIDA). The Security Identification Display Area ("SIDA") is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

7.2 FBI/CHRC Checks. To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation ("FBI") fingerprint based Criminal History Records Check ("CHRC") which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Contractor shall be responsible for all fees associated with obtaining a SIDA badge (i.e., badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$50.00 per individual. The current cost for badge is \$60.00 per individual. Cost for lost badges is \$60.00 for each replacement badge.

7.2.1 In order to obtain up-to-date costs for the CHRC and for badging, Contractor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor/Escorting Requirements are specified in subsection below.

7.3 Displaying Badges. Employees and those of all subcontractors must display a DOA issued badge showing Contractor's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

7.4 Badging Records and Process. Contractor shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor will be required to furnish this information to the DOA upon request.

7.4.1 The Badging process may begin upon the Contractor's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Contractor has completed the badging process.

7.4.2 If applicable, an Administrative NTP may be presented to the DOA Security Division by the Contractor in order to initiate the badging process for the Contractor's employees.

7.4.3 The Contractor shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Contractor's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Agreement Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Contractor, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Contractor's Insurance Certificate shall accompany the letter. Once badged, the Contractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

7.4.4 Each Subcontractor identified in the Contractor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Contractor, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

7.4.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

7.4.6 Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided

to the authorizing agent at the time of the briefing at the DOA Security office.

- 7.4.7** Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year FBI-based criminal history records check for each individual employee.
- 7.4.8** Pursuant to TSR § 1542.209 certain felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.
- 7.4.9** The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 7.4.10** Badges issued to Contractor and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
 - 7.4.10.1** Completion of Agreement or subcontract, unless extended by the City;
 - 7.4.10.2** Expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate;
 - 7.4.10.3** Employee's driver's license expiration date; or
 - 7.4.10.4** Two (2) years from the issuance of the badge.
- 7.4.11** Contractor and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager (Facilities) and the DOA Security Manager, explaining the reason(s) for the badge extension on Contractor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.
- 7.4.12** Contractor's questions concerning Airport Security shall be directed to (404) 530-6667.

- 8. Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.

8.1 Ramp Certification. City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Contractor shall contact the Airport Security Office at (404) 530-6667 during normal business hours to schedule the training session.

8.2 Except as set forth below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).

8.3 Contractor shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

8.4 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

9. Protocols for Contractor Escorting. Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Contractor must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Contractor may contact DOA Security Manager at (404) 530-6667 during normal operating hours.

9.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

9.2 Contractor and escorted personnel shall have no Terminal or Concourse access.

9.3 Escorting is limited to an Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

9.4 Escorting person(s) must have a SIDA badge.

9.5 Designated badged prime Contractor employees approved or badged escorting subcontractor must escort prime Contractor employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors, may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.

9.6 All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Contractor's name and project number or name. All escorted

personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.

- 9.7 Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 9.8 All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 9.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 9.10 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 73 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

10. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

- 10.1 Highest level of Security required.
- 10.2 All employees of prime Contractor, and its subcontractors, must be badged to work in the sterile area.
- 10.3 If escorting of unbadged Contractors and or subcontractors is required, an approved sponsor agency (DOA, AATC, HACM, HCM, etc.) must perform escort full time.
- 10.4 For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Contractor or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

11. Restricted AOA Access. Contractor shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D; Insurance. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by **Exhibit D** for vehicles being escorted.

12. Visual Aids. In the event of the possibility of contact with the AOA or secured area, Contractor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and

night time work, subject to City's approval prior to the start of any work under this Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.

13. Tools and Materials. Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

13.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Contractor and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.2 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.3 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.4 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

14. Dumpsters. Contractors and subcontractors shall be allowed no more than one (1) open dumpster per Agreement work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

14.1 Trash must be removed daily.

14.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

14.3 The Contractor shall be responsible for trash removal from dumpsters within the AOA. Contractor shall clear debris on a daily basis not later than the end of shift.

14.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on projects within the secured areas of the Airport.

15. Terminal/Curbside. A maximum of two (2) Contractor vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department and the DOA Security. In the event one (1) Contractor vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.

15.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

15.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

15.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

15.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

16. Staging Areas. The Contractor's Construction staging area shall be identified on the plans.

17. Federal Inspection Service Areas. For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2303**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

17.1 Contractor shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

18. Security Checkpoints. Contractor and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

18.1 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

19. Restrictions on Operations. Contractor shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Contractor shall not damage, close

or obstruct any utility installation, highway, road or other property until permits and City's permission therefore have been obtained. Contractor shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Agreement. Contractor shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Contractor's operation.

- 20. Cooperation with Agencies.** Contractor shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Contractor shall control its operations to prevent the unscheduled interruption of such utility services and facilities.
- 21. Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Contractor of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- 22. Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Contractor shall notify each owner/operator in writing of activities which might affect its interests. If, in Contractor's opinion, the owner/operator's assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Contractor shall furnish a copy of such written notices to City.
- 23. Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall use excavation methods acceptable to City as may be required to insure protection from damage due to Contractor's operations.
- 24. Damage to Services.** Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Contractor in such events shall cooperate with the utility service or facility owner and City continuously until such damage has been repaired and service restored.
- 25. Failure to Protect Property.** Contractor shall not be entitled to any extension of time or compensation on account of Contractor's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Contractor.

26. Utility Contractor Licensing Requirements. Contractor shall comply with the requirements of state law, including, but not limited to, O.C.G.A. § 43-14-8.2 (b)(1) which states that:

After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a utility contractor license and there is regularly connected with such business a person or persons who holds a valid utility manager certificate issued under this chapter. Such utility manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

OFFICE OF CONTRACT COMPLIANCE

Hubert Owens

Director

howens@atlantaga.gov

July 29, 2013

RE: Project No.: FC- 6851 Quality Customer Representatives

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

Kasim Reed
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OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

CITY OF ATLANTA EQUAL BUSINESS OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum
City of Atlanta
Atlanta Workforce Development Agency
Executive Director
(404) 546-3001 (O)**

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
 - The sharing of the right to control the ownership and management of the joint venture.
 - A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC- 6851 Quality Customer Representatives

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the Quality Customer Representative project throughout the life of the contract. (See Page 6)

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The EBO goals for the trade categories listed in this project are:

**18.1% AABE & APABE & HABE (MBE)
and 8.3% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both EBO and Non-EBO Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ FC#: _____

Printed Signature: _____ Date: _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of DBE Ownership (see code below)	DBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total EBO% _____

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise,
 APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

FORM 4

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This _____ day of _____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

FORM 5